EXHIBIT E

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Reference: 02120/8004676-000

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VIA EMAIL <*ALANGER@JCPENNEY.COM*>

Alan S. Langer, Esq. J.C. Penney Company, Inc. P.O. Box 10001 Dallas, Texas 75301 0001 6501 Legacy Drive

Plano, TX 75024 3698

Re: J.C. PENNEY'S IMPROPER USE OF COUNTRY CURTAINS®

Dear Mr. Langer:

We are trademark counsel to Country Curtains Mail Order, Inc. of Stockbridge, Massachusetts ("Country Curtains"). For more than fifty years, our client has used the trademark COUNTRY CURTAINS in connection with its wide range of home furnishing products. Our client owns incontestable U.S. Trademark Reg. No. 1,037,506 for its trademark COUNTRY CURTAINS for curtains, which registration is in full force and effect.

You may recall that we communicated in late 2004 and early 2005 concerning the misuse of our client's trademark on the J.C. Penney Web site. communications did not result in any formal agreement, our client has been monitoring the J.C. Penney Web site and, until recently, had not noticed any misuse of its trademark. However, it recently became aware that its registered trademark COUNTRY CURTAINS is now being misused in a variety of ways.

First, COUNTRY CURTAINS is a search term in the Web site's search engine. When COUNTRY CURTAINS is entered, it produces a page which displays a variety of curtains, many of which are captioned only with generic descriptions. The reasonable consumer will believe that the products being displayed are products of our client. This initial landing page links to additional pages advertising curtains. In doing so, J.C. Penney misleads consumers who are looking for genuine Country Curtains products into believing that our client's products are being sold through your Web site.

In addition, there is a separate page entitled "Country Curtains, Country Bedding, Country Lamps & Lighting." A copy of this page is enclosed. Again, the use of our client's trademark in the headline for this page misleads consumers into believing that J.C. Penney is selling genuine Country Curtains products. This misleading

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impression is reinforced by the text lower down on that page which states "Country curtains from J.C. Penney include kitchen curtains and lace curtains ...".

When one enters "COUNTRY CURTAINS" as a Google query, a link to the above-referenced page is among the top ten results. The text for that link, presumably provided by J.C. Penney, states: "Country curtains and country bedding exudes subtle appeal ...".

As we have explained in previousl correspondence, there is no "fair use" justification for your company's misuse of our client's trademark. There is no primarily descriptive and non-trademark use for COUNTRY CURTAINS. You will not find country curtains in a dictionary or interior design manual. None of the suppliers of competing products sold by J.C. Penney find it necessary to use COUNTRY CURTAINS in any manner on the Web pages offering their products, and you will find few if any descriptive uses of the term anywhere. If the suppliers to J.C. Penney use COUNTRY CURTAINS to describe their own goods, we find it difficult to discern a good faith reason why it is necessary for your company to use it as an attention getting keyword and headline.

Our client has appreciated your company's cooperation in respecting its trademark rights during the past two years, and we are hopeful that the recent reappearance of our client's trademark is an error or oversight. We would therefore appreciate having your prompt assurance, in writing, that J.C. Penney will (1) immediately cease returning any "hits" for "country curtains" in the search function of its Web site, (2) cease using "country curtains" in any of its programming code on its Web site, and (3) cease using "country curtains" in any text on any page in your company's Web site. If we have your agreement and compliance with these requests, together with your agreement that no such misuse will occur in the future, our client will be willing to consider this matter resolved.

The foregoing is without prejudice to any of our client's rights or remedies, all of which are expressly reserved. Thank you for your anticipated cooperation.

Sincerely yours,

Andrew Baum

AB:em Enclosure

cc: Country Curtains